

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND 240 ATLANTA STREET
PHASE 3, L.P. (“WALTON SUMMIT PHASE 3”)**

This Memorandum of Understanding (MOU), is made and entered into this 25 day of April, 2025 (“Effective Date”), by and between Georgia Department of Community Affairs (“DCA”), an agency of the State of Georgia, whose address is 60 Executive Park South, NE, Atlanta, GA 30329, and 240 Atlanta Street Phase 3, L.P., a (“Property” under contract to administer Project Based Vouchers, “Walton Summit Phase 3”), whose address is 1100 Green Hunter Lane, Gainesville, Georgia, 30501, collectively referred to as the “Parties.”

WHEREAS, DCA exists as a department of the executive branch of State government and has the duties, responsibilities, functions, power, and authority set forth in O.C.G.A. § 50-8-1;

WHEREAS, DCA also provides construction financing for affordable housing developments throughout the state of Georgia;

WHEREAS, as set forth in 24 CFR § 982.51, DCA, in its status as an established PHA, by way of enabling legislation pursuant to O.C.G.A. Title 50, Ch. 8, has authority to administer project-based vouchers (“PBV”) under its Housing Choice Voucher (“HCV”) Program;

WHEREAS, as set forth in 24 CFR § 982, DCA maintains responsibility for administering the waitlist by which Housing Choice Vouchers are issued to qualifying individuals;

WHEREAS, as set forth in 24 CFR § 982.1, DCA administers a PBV program in which rental assistance is paid for families who live in specific housing developments or units;

WHEREAS, 24 CFR § 983 enables DCA, in its status as an established PHA, to allow properties under contract for PBV units to administer site-based, property-maintained waitlists;

WHEREAS, DCA maintains responsibility for ensuring waitlist management integrity,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Parties agree as follows:

SECTION 1. PURPOSE

The purpose of this MOU is to establish the commitment and responsibilities of maintaining a property-maintained, site-based waitlist.

SECTION 2. APPLICABILITY

This MOU applies to the Properties under contract to administer Project-Based Vouchers under the Georgia Department of Community Affairs Housing Choice Voucher program.

SECTION 3. RESPONSIBILITIES

- A. The responsibilities of DCA under this MOU shall include:
 - a. Providing guidelines for the Property to implement a waitlist

- b. Providing approval for the Property's planned tenant selection plan and waitlist management plan, including whether the property will open a general or referral based waitlist
 - c. Providing guidelines for selecting and final approval for referral partners if the Property selects to open a referral based waitlist
 - d. Conducting routine monitoring and audits of the Property's PBV waitlist
 - e. Developing corrective action plans in the event that that waitlist management policies are not followed, up to HAP contract revocation.
- B. The responsibilities of the Property under this MOU shall include:
 - a. Implementing a waitlist for PBV units in line with DCA policy and guidelines, including selecting individuals in the required order of their waitlist placement;
 - b. Determining what type of waitlist, general or referral based, the property will implement;
 - c. Vetting and selecting referral partners if the Property chooses to implement a referral based waitlist;
 - d. Maintaining up to date accurate waitlist documents and required supporting documentation, including additional supporting evidence for lottery numbers and referrals, among others;
 - e. Implementing corrective action plans in a timely manner, in the event that a waitlist management violation is discovered;

SECTION 4. TERM

The initial term of this MOU reflects the term of the existing Housing Assistance Payment (HAP) contract but may be modified based on request from either property. Modification requests will be made in the event that the property maintains extended vacancy rates in PBV units.

SECTION 5. COSTS AND EXPENDITURES.

Parties to this MOU are responsible for their own costs and expenditures associated with carrying MOU activities under this MOU.

SECTION 6. TERMINATION

This MOU may be terminated by either Party upon giving the other Party sixty (60) days' written notice of intent to terminate the MOU. Written notices shall be sent to the points of contact listed in the notice provisions of this MOU.

SECTION 7. AMENDMENT

This MOU is subject to periodic review by the Parties. Either party to this MOU may propose a modification to this MOU at any time. This MOU may be amended at any time during its validity by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

SECTION 8. NOTICE

All notices, requests, or other communications under this MOU shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses and notice shall be deemed to have been given when received by a party:

DCA:

60 Executive Park South, NE
Atlanta, GA 30329
Attn: Ryan Smith
(770) 806 - 5055
Email: ryan.smith@dca.ga.gov

With a copy to:

_____:

(____) _____ - _____

Email: _____

240 Atlanta Street Phase 3, L.P.:

Gainesville Housing Authority
750 Pearl Nix Parkway
Attn: Beth Brown, 240 Atlanta Street Phase 3, L.P.
Email: bbrown@gainesvillehousing.org

With a copy to:

Walton Communities:

Walton Communities

Attn: Keith Davidson, 240 Atlanta Street Phase 3, L.P.
2281 Akers Mill Rd SE, Bldg. 4100
Atlanta, GA 30339
Email: kdavidson@waltoncommunities.com

SECTION 9. FINANCIAL OBLIGATIONS

This MOU, in and of itself, does not create obligations of a financial nature for any of the Parties.

SECTION 10. DISPUTE RESOLUTION

Any dispute between the Parties arising under this MOU shall be resolved informally by persons designated by each Party or by them through direct negotiations to settle the matter in a spirit of cooperation.

SECTION 11. COOPERATION

The Parties agree to cooperate fully regarding the implementation of this MOU.

SECTION 12. ENFORCEABILITY

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity by any Party against the other, their officers or employees.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date first written above. Each of the Parties hereto shall cause this MOU to be executed in duplicate by the duly authorized officer, with each party to receive one of the duplicate texts, which shall each have equal authenticity.

240 ATLANTA STREET PHASE 3, L.P.
(“WALTON SUMMIT PHASE 3”)

GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS (“DCA”)

By: **240 Atlanta Street Phase 3, L.P.** By: _____

By: 240 Atlanta Street Phase 3 GP, LLC

Name: _____

Its: General Partner

Title: _____

By: 240 Atlanta Street Phase 3 GHC GP, LLC

Its: Manager

By: Gainesville Housing Corporation

Its: Sole Member and Manager

By: _____

Beth Brown, President

Exhibit A:

Walton Summit Phase 3 commits to operate both a referral and general waitlist for the DCA PBV units on the properties. Walton Summit Phase 3 will receive and preference referrals from the Gainesville Housing Authority, a certified nonprofit organization in the State of Georgia, and when no referrals are received, they will select tenants for the PBV units from their general waitlist. Their waitlist management policies for each building location are attached to this MOU.

Signature: *Ryan Smith*

Email: ryan.smith@dca.ga.gov

Signature: *Beth Brown*

Email: bbrown@gainesvillehousing.org









Walton Summit Phase 3 MOU

Final Audit Report

2025-04-29

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